

1 BILL NO. S-81-05-01

2 SPECIAL ORDINANCE NO. S-128-81

3
4 AN ORDINANCE approving a contract for
5 Street Improvement Resolution No.
6 5901-81, between the City of Fort
7 Wayne, Indiana, and Rieth-Riley
8 Construction Co., Inc., Contractors,
9 for street improvements.

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY
11 OF FORT WAYNE, INDIANA:

12 SECTION 1. That a certain contract dated April 22,
13 1981, between the City of Fort Wayne, Indiana, by and through
14 its Mayor and the Board of Public Works, and Rieth-Riley Con-
15 struction Co., Inc., Contractor, for:

16 repairing the concrete pavement
17 in the 2600 block of Prairie Grove
18 Addition,

19 under Board of Public Works Street Improvement Resolution No.
20 5901-81, at a total cost of \$8,100.00, all as more particu-
21 larly set forth in said contract which is on file in the Of-
22 fice of the Board of Public Works and is by reference incor-
23 porated herein and made a part hereof, be and the same is
24 in all things hereby ratified, confirmed and approved.

25 SECTION 2. That this Ordinance shall be in full
26 force and effect from and after its passage and approval by
27 the Mayor.

28 
29 COUNCILMAN

30 APPROVED AS TO FORM AND
31 LEGALITY MAY 8, 1981.

32 
33 BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by Talarico, seconded by Burns, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, the _____ day of _____, at _____ o'clock _____ M., E.S.T.

DATE: 5-12-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Stier, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>	_____	_____	_____
BURNS	<u>✓</u>	_____	_____	_____	_____
EISBART	<u>✓</u>	_____	_____	_____	_____
GIAQUINTA	<u>✓</u>	_____	_____	_____	_____
NUCKOLS	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, D.	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	_____	_____
SCHOMBURG	<u>✓</u>	_____	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____	_____

DATE: 6-2-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 2-128-81 on the 2nd day of June, 19 81.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 3rd day of June, 19 81, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 30 day of June 19 81, at the hour of 3 o'clock P. M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-05-01

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN
ORDINANCE approving a contract for Street Improvement Resolution
No. 5901-81, between the City of Fort Wayne, Indiana,
and Rieth-Riley Construction Co., Inc., Contractors,
for street improvements

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

PAUL M. BURNS, VICE CHAIRMAN

JAMES S. STIER

MARK E. GIAQUINTA

DONALD J. SCHMIDT

Samuel J. Talarico
Paul M. Burns
James S. Stier
Mark E. GiaQuinta
Donald J. Schmidt
CONCURRED BY

CHARLES W. WESTERMAN, CITY CLERK

6-2-81
DATE

70-167-6
4/22/81

by and between ----- RIETH-RILEY CONSTRUCTION CO., INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

Resolution No. 5901-81:
prove by repairing concrete pavement in 2600 block of Prairie Grove Avenue.

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5901-81 attached hereto and by reference made a part hereof.

Concrete Pavement Removal	Five dollars and fifty cents per square yard	5.50
8" Concrete Pavement	Nineteen dollars and forty cents per square yard	19.40
#53 Crushed Stone 3"	Ten dollars and no cents per ton	10.00
Backfill	Five dollars and no cents per ton	5.00
Sod	Five dollars and no cents per square yard	5.00
Total	Eight thousand, one hundred dollars and no cents	\$8,100.00

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5901-81 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before May 31, 1981 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date

, 19__ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19__

ATTEST:

RIETH-RILEY CONSTRUCTION CO., INC.

BY: Ron J. Cole

ITS: Area Supt.

Corporate Secretary

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Robert Anderson

Betty R. Collins

ATTEST:

Seamus E. Kennedy
Secretary and Clerk

Its Board of Public Works and Mayor.

Richard E. Miller

ASSOCIATE CITY ATTORNEY

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same -- Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
 - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
 - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
 - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
 - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin, or handicap;
 - (5) the following practices are not included in the meaning of "discrimination":
 - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
- (2) a record of such an impairment, and includes,
- (3) a person who is regarded as having such an impairment; provided that,
- (4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

IMPROVEMENT RESOLUTION

FOR STREET OR ALLEY

No. 5901 - 1961

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,
That it is deemed necessary to improve by repairing concrete pavement in 2600 block of

Prairie Grove Avenue

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by City of Fort Wayne.

Adopted, this _____ day of _____

ATTEST: _____
Secretary & Clerk

BOARD OF PUBLIC WORKS: {

N RE:

WAGE SCALE

CODE: S-SKILLED

SS-SEMI SKILLED

US-UNSKILLED

1F-INDUSTRIAL FUND

PW-PER WEEK

e, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JANUARY, FEBRUARY AND MARCH, 1981.

n compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

RADES OR OCCUPATION

SBESTOS WORKER

OILERMAKER

RICKLAYER

 ARPENTER (BUILDING)
(HIGHWAY)

EMENT MASON

LECTRICIAN

LEVATOR CONSTRUCTOR

LAZIER

RON WORKER

 ABORER (BUILDING)
(HIGHWAY)
(SEWER)

ATHER

ULLWRIGHT & PILEDRIVER

 PERATING ENGINEER (BUILDING)
(HIGHWAY)
(SEWER)

INIER

ASTERER

UMBER & STEAMFITTER

SAIC & TERRAZZO GRINDER

OFER

EETMETAL WORKER

 AMSTER (BUILDING)
(HIGHWAY)

CLASS	RATE PER HR.	HSW	PEN	VAC	APP.	MISC.
S	15.00	.55	1.25			3c 1f
S	16.00	1.37 1/2	1.40		3c	
S	13.11	.67	.80		2c	6 1f
S	12.30	.70	6%		2c	4 1f
S	12.73	.80	.80		5c	2 1f
S	11.85	.75	.80		2c	
S	14.85	.55	3%+.70		6c	15 1f
S	13.53 1/2	1.19 1/2	.95	8%	3 1/2c	
S	12.39		.25	.40	6c	31c holiday 25c annully 2 1f
S	14.20	1.00	1.60		4c	
S-SS US	9.35-10.35	.85	.75		9c	
S-SS US	9.00-9.85	.85	.75		9c	
S-SS US	9.00-9.85	.85	.75		9c	
S	12.33		.80		1c	3 1f
S	12.70	.70	6%		2c	4 1f
S-SS US	9.40-14.00	.75	.90		10c	
S-SS- US	9.29-12.44	.75	.65		10c	
S-SS- US	9.29-12.44	.75	.65		10c	
S	10.70-11.70	.60	1.00		12c	6c misc.
S	12.30	.60	.80			
S	15.12	.85	1.30		7c	7c 1f
S	9.50-11.50					
S	12.90		.40			
S	14.16	.92	1.01		15c	48 sasml 15 1f
S-SS US	10.60 1/2-11.5 1/2	36.50pw	41.00pw			
S-SS- US	10.21-10.81	34.50pw	41.00pw			

any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE ID. The above and forgoing shall be the minimum prevailing wage scale for this project set by the wage scale committee, but in no way shall it prevent the contractor or sub-nractor from paying a higher rate of wages than set out in the schedule of wages on file.

 TED THIS 19 DAY OF Dec 19 80
Luc Stone
REPRESENTING GOVERNOR, STATE OF INDIANA,

John Anderson
REPRESENTING THE AWARDED AGENT.

Fred M. Die
REPRESENTING STATE A.F.L. & C.I.O.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures . authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we RIETH-RILEY CONSTRUCTION CO., INC. as Principal, and the United Pacific Insurance Company, a corporation organized under the laws of the State of Washington, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of EIGHT THOUSAND, ONE HUNDRED DOLLARS AND NO CENTS (\$8,100.00-----), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 21 day of April, 1981, enter into a contract with the City of Fort Wayne to construct Resolution No. 5901-81:

To improve by repairing concrete pavement in the 2600 block of Prairie Grove Avenue.

at a cost of \$8,100.00-----, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

RIETH-RILEY CONSTRUCTION CO., INC.

(Contractor)

BY: Lon J. Cole

ITS: Area Supl.

ATTEST:

Thomas J. Shumrock

Asst Secretary
(Title)

United Pacific Insurance Co.

Surety

*BX Leonard E. Northrup, P.C.U.
Authorized Agent Leonard E. Northrup
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

UNITED PACIFIC INSURANCE COMPANY

HOME OFFICE, TACOMA, WASHINGTON

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the UNITED PACIFIC INSURANCE COMPANY, a corporation duly organized under the laws of the State of Washington, does hereby make, constitute and appoint Leonard E. Northrup of Goshen, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the UNITED PACIFIC INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the UNITED PACIFIC INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of UNITED PACIFIC INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of UNITED PACIFIC INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

Asst.

IN WITNESS WHEREOF, the UNITED PACIFIC INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 12th day of September 1980.

UNITED PACIFIC INSURANCE COMPANY

Asst. W. F. Brunner
Vice President

STATE OF Pennsylvania
COUNTY OF Philadelphia



On this 12th Asst. day of September 1980, personally appeared W. F. Brunner

to me known to be the Vice-President of the UNITED PACIFIC INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company, and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 7, 1984



Patricia C. Croley
Notary Public in and for State of Pennsylvania
Residing at Philadelphia

I, P. D. Crossetta, Assistant Secretary of the UNITED PACIFIC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said UNITED PACIFIC INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and of said Company this

day of

19

Assistant Secretary P. D. Crossetta



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- RIETH-RILEY CONSTRUCTION CO., INC. -----

(Name of Contractor)

----- 1633 SR 327 North County Line Road, Huntertown, Indiana 46748 -----

(Address)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)and United Pacific Insurance Company
(Name of Surety)and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of EIGHT THOUSAND, ONE HUNDRED DOLLARS AND NO CENTS -----

for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 21 day of April, 1981, for the construction of:

Resolution No. 5901-81

To improve by repairing concrete pavement in the 2600 block of Prairie Grove Avenue.

at a cost of EIGHT THOUSAND, ONE HUNDRED DOLLARS AND NO CENTS -----

(\$8,100.00-----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 counter-
(number)
parts, each one of which shall be deemed an original, this 21 day of
April, 1979. 1981

(SEAL)

ATTEST:

Thomas L. Shumwood
(Principal) Secretary

RIETH-RILEY CONSTRUCTION CO., INC.
Principal

BY Pers. J. Cole
Area Supt.
(Title)

(Address)

Witness as to Principal

(Address)

United Pacific Insurance Co.
Surety
BY Leonard E. Northrup, C.P.C.U.
Attorney-in-Fact
(Authorized Agent)
Leonard E. Northrup

Witness as to Surety

P.O. Box 523
(Address)

Goshen, IN 46526

P.O. Box 523
(Address)

Goshen, IN 46526

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

UNITED PACIFIC INSURANCE COMPANY

HOME OFFICE, TACOMA, WASHINGTON

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the UNITED PACIFIC INSURANCE COMPANY, a corporation duly organized under the laws of the State of Washington, does hereby make, constitute and appoint Leonard E. Northrup of Goshen, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the UNITED PACIFIC INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the UNITED PACIFIC INSURANCE COMPANY and sealed and attested by one of other such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of UNITED PACIFIC INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of UNITED PACIFIC INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

Asst.

IN WITNESS WHEREOF, the UNITED PACIFIC INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 12th day of September 1980.

UNITED PACIFIC INSURANCE COMPANY

STATE OF Pennsylvania
COUNTY OF Philadelphia



Asst. W. F. Brunner
Vice President

On this 12th Asst. day of September, 1980, personally appeared W. F. Brunner

to me known to be the Vice-President of the UNITED PACIFIC INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company, and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 7, 1984



Patricia C. Profery

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, P. D. Crossetta, Assistant Secretary of the UNITED PACIFIC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said UNITED PACIFIC INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Company this

day of

19

Assistant Secretary P. D. Crossetta

BID ANALYSIS SHEET

RES. NO. 5901-81

MATERIAL CONCRETE

FORT WAYNE INDIANA

CONTRACTORS			ESTIMATE	EXTENSION	RIETH RILEY		BROOKS CONST.		SPEARS-DEHNER		LW DAILEY INC.		T+F CONST CORP.		HIPSKIND CONCRETE		GATEWAY CONST		HIPSKIND ASPHALT	
STREETS	ALLEYS	SIDEWALKS			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
300	S.Y.	CONCRETE PAVEMENT REMOVAL	7.00	2100.00	5.50	1650.00	6.00	1800.00	5.00	1500.00	8.00	2400.00	5.50	1650.00	7.00	2100.00	6.00	1800.00	8.00	2400.00
300	SY	8" CONCRETE PAVEMENT	25.00	7500.00	19.40	5820.00	19.50	5850.00	23.50	7050.00	21.00	6300.00	24.50	7350.00	23.50	7050.00	25.00	7500.00	25.00	7500.00
40	TON	#53 CRUSHED STONE (3")	10.00	400.00	10.00	400.00	11.15	446.00	11.00	440.00	10.00	400.00	10.00	400.00	6.00	240.00	6.00	240.00	10.00	400.00
6	TON	BACKFILL	15.00	90.00	5.00	30.00	15.00	90.00	11.00	66.00	10.00	60.00	10.00	60.00	5.00	30.00	10.00	60.00	25.00	150.00
40	SY	SOD	3.50	140.00	5.00	200.00	5.00	200.00	2.20	88.00	4.00	160.00	3.50	140.00	5.00	200.00	2.00	80.00	5.00	200.00
TOTALS				10,230.00		8100.00		8386.00		9,144.00		9,320.00		9600.00		9620.00		9680.00		10,650.00

Admn. Appr. _____

DIGEST SHEET

TITLE OF ORDINANCE STREET IMPROVEMENT RES. 5901-81

J-81-05-01

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE STREET IMPROVEMENT RESOLUTION 5901-81, REPAIRING
THE CONCRETE PAVEMENT IN THE 2600 BLOCK OF PRAIRIE GROVE AVENUE.
RIETH-RILEY CONSTRUCTION COMPANY AWARDED THE CONTRACT.

EFFECT OF PASSAGE THE 2600 BLOCK OF PRAIRIE GROVE AVENUE WILL HAVE NEW
CONCRETE PAVEMENT.

EFFECT OF NON-PASSAGE THE ABOVE DESCRIBED CANNOT OCCUR.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$8,100.00 to be
paid for by City of Fort Wayne's MVH FUND.

ASSIGNED TO COMMITTEE (PRESIDENT) _____